

ARTICLE VIII HOURS OF WORK

Section 1 Work Schedules

(This Section shall not apply to employees in the Fiscal and Staff bargaining unit.)

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per work week.

B. The Employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making permanent changes in work schedules. However, employees who work in research laboratories in academic departments of the BOR institutions may have their schedules changed to meet research needs without incurring any overtime obligation until the employee has worked forty (40) hours in a week. Temporary work schedule changes shall not be made for the purpose of avoiding overtime except by voluntary agreement by the employee.

C. Any permanent schedule change made by the Employer that is grieved will not be implemented until the 3rd step of the grievance procedure is exhausted. Such grievances shall begin with the 3rd step of the grievance procedure.

D. Where practical and feasible as reasonably determined by Management, the employee may elect flexible hours of work including:

a. Variable starting and ending times;

b. Compressed work week such as:

4-ten hours days, or

4-nine hour days and one four hour day;

c. Other mutually agreeable flexible hour concepts, which may include weekend work only. When a request for flextime is denied the written rationale will be provided to the employee within five (5) working days after the date management receives the request. The term "management rights" will not be used as sole justification for denial of flex-time.

(Department of Transportation see Appendix I-1, I-2; Fiscal and Staff field staff bargaining unit see Appendix Q-2; Non-field staff schedules for the Fiscal and Staff bargaining unit see Appendix Q-3; Weekend work see Appendix U)

Section 2 Overtime

(This section shall not apply to employees in the Fiscal and Staff bargaining unit)

A. Definitions

1. Overtime:

Time that an employee works in excess of forty (40) hours per work period.

(Airport Firefighters see Appendix F-1; Patient Care see Appendix W-2b))

2. Work Period:

A regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

3. Work Time:

The following items will be regarded as hours worked for the purpose of computing overtime pay:

a. Hours worked excluding standby time.

- b. Rest periods.
- c. Holidays when paid in cash in the week of occurrence.
- d. Annual leave.
- e. Compensatory leave.
- f. Unscheduled holidays.
- g. Sick leave when used before forty (40) hours in pay status are accumulated or if prescheduled at least sixteen (16) hours in advance.
- h. Court appearances as defined in Article X, Section 4.
- i. Department approved Workforce Development training and conferences.
- j. Voting leave as defined in Article X, Section 4.
- k. Jury duty leave as defined in Article X, Section 4.
- l. Travel between job sites during or after the regular work day.
- m. Meal periods of less than thirty (30) minutes where an employee is not relieved of his/her post, station or duty.
- n. Wash-up time taken in accordance with Section 5 of this Article.

(Department of Transportation see Appendix I-3)

B. Overtime Compensation

Overtime shall be compensated at a premium rate of time and one-half (1-1/2) the employee's base hourly pay or actual overtime hours worked whichever is applicable. Payment shall be made in either cash or compensatory time as follows:

1. The decision to pay overtime in cash or compensatory time rests with the employee; however, the Employer reserves the right to require employees to take cash payment rather than earned compensatory time.
2. Compensatory time can only be accumulated to one hundred twenty (120) hours. Any hours over one hundred twenty (120) will be paid out in cash.
3. A request can be made by the employee for a payout in cash of any accumulated compensatory time. There must be at least a two (2) week notice to the personnel office. The money will be included in the pay check for the pay period during which the request is made.
4. Compensatory time may not be carried over into a new State fiscal year; however, the Employer may designate other than the State's fiscal year for purposes of utilization of compensatory time. For those work units where other than the State's fiscal year is utilized, the Employer will so notify the Union. Compensatory time due an employee at the end of the State's fiscal year, or other designated year where applicable, shall be paid out in cash.
5. Compensatory time off shall be granted at the request of the employee with the approval of the Appointing Authority or his/her designee. Compensatory time off shall be granted at the convenience of the employee, whenever possible, consistent with the staffing needs of the agency.

(Department of Corrections see Appendix H-2; Patient Care Unit see Appendix W-2)

C. Scheduling of Overtime

1. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.
2. Overtime opportunities shall be accumulated. Offered overtime not worked shall be considered time worked for purposes of overtime distribution.

3. Upon request, the Union may review overtime equalization records.
(*Department of Transportation see Appendix I-4*)

D. Pyramiding Prohibited

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked. Holidays which fall on an employee's regularly scheduled work day will be counted for the purpose of computing overtime eligibility. Holidays which fall on an employee's regularly scheduled day off will be paid at the employee's regular straight time rate and shall not be counted for the purpose of computing overtime eligibility.

E. Employees Returning From Leaves of Absence

New employees or employees returning from a leave of absence shall be credited with the average number of overtime hours worked by employees within the work unit.

Section 3 Meal Periods

A. All employees shall be granted an unpaid meal period of at least thirty (30) minutes in duration or, at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift.

B. During overtime work hours, the Employer shall schedule such additional unpaid meal periods as are reasonable.

(*Security Unit see Appendix 0-1; Clerical Unit see Appendix R-2; Fiscal and Staff Unit see Appendix Q-4*)

Section 4 Rest Periods

A. All employees shall be granted a fifteen (15) minute rest period during each one-half (1/2) shift provided qualified relief is available. The rest period shall be scheduled at approximately the middle of each one-half (1/2) shift.

B. Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period within the limitations set forth above.

C. Drivers and Transport Drivers shall receive a thirty (30) minute rest period after twelve (12) hours of work.

(*Clerical Unit see Appendix R-3; Fiscal and Staff Unit see Appendix Q-5*)

Section 5 Wash-Up Time

Employees shall receive reasonable and adequate wash-up time consistent with available facilities immediately prior to the end of the shift. The Employer shall determine those positions which shall qualify for wash-up time; however, the Union reserves the right to grieve the unreasonable denial of such wash-up time.

Section 6 Shift Differential

A. Beginning July 1, 2003, the Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of \$0.50 per hour for any regularly scheduled permanent shift of which four (4) or more hours occur between 6:00 p.m. and midnight and a shift differential of \$0.55 per hour for any regularly scheduled permanent shift of

which four (4) or more hours occur between midnight and 6:00 a.m. Employees who work rotating shifts on a regularly scheduled permanent basis shall be eligible for shift differential.

B. Employees shall not be eligible for shift differential pursuant to this Section as a result of an extension of their regular work day into a shift differential period. For purposes of this Section, a regularly scheduled permanent shift is defined as those situations where an employee is assigned to the same shift for a period of time in excess of two (2) weeks (fourteen calendar days). Employees entitled to shift differential shall receive the applicable shift differential for all hours worked.

(Park Attendant #05205, Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05331 see Appendix P)

Section 7 Standby

The Employer will specifically designate those employees in writing who are to be in standby status. An employee who is in standby status is responsible for keeping the Employer aware of his/her whereabouts and shall be immediately accessible by telephone or beeper. The Employer may establish reasonable reporting procedures for the implementation of this Section. An employee in standby status shall receive ten percent (10%) of his/her normal hourly rate for each hour in said status. Time spent actually working shall not be counted in determining hours spent in standby status for compensation purposes.

(Park Attendant #05205, Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05331 see Appendix P)

Section 8 Call-Back Time

A. The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of three (3) hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original three (3) hour period, except that employees who are called back to work in excess of three (3) hours will be paid for actual time worked. To qualify for call-back compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift.

B. The provisions of Section 8(A) are not applicable to employees prescheduled for duty at least forty-eight (48) hours in advance.

(Park Attendant #05205, Natural Resources Technician 1 #05301 and Natural Resources Technician 2 #05331 see Appendix P)

Section 9 Travel Between Work Sites

Employees who are required by the Employer to report to a work site for the purpose of picking up tools, equipment and/or uniforms, and who subsequently travel to a second work site, shall be in pay status for time spent in traveling between work sites.

Section 10 Scheduling of Volunteer Emergency Personnel

The Employer, upon request, shall attempt to reschedule employees who have served as volunteer firefighters, volunteer ambulance personnel or volunteer emergency medical technicians for a community during the preceding twenty-four (24) hours.

All employees of the state, other than employees employed temporarily for six months or less or those employees considered essential personnel, who are volunteer fire fighters or emergency medical service personnel shall be entitled to a leave of absence for the period of an emergency response without loss of status or efficiency rating, and without loss of pay during such leave of absence.

Section 11 Volunteer Firefighters

A. Employees who participate as volunteer firefighters at their work site shall be compensated with an additional ten (10) dollars each pay period.

B. The Employer shall not prorate this compensation during any leave of absence without pay of less than five (5) days in duration.

("Med Passer" differential: Department of Human Services see Appendix J-1; Department of Veterans' Affairs, Veterans' Home Division see Appendix V-2)